



Release Notes

CIVIL ENGINEERING AND CONSTRUCTION

28 November 2018

TRIMBLE SCS900 SITE CONTROLLER SOFTWARE VERSION 3.74 PATCH

This document contains late-breaking product information, updates, and troubleshooting tips not covered in the Trimble® SCS900 Site Controller Software documentation.

- [Introduction](#)
- [New Features and Functions](#)
- [General improvements](#)
- [Known Issues](#)
- [Firmware and operating system compatibility](#)
- [Legal notices](#)

Introduction

The Trimble Civil Engineering and Construction division is pleased to announce that a patch of version 3.74 of the Trimble SCS900 Site Controller Software is now available. This patch version can be identified by the full version number of: 3.74.18301.18 that is visible on the software splash screen and via the Menu > Settings > System Info.

This version is available, at no charge, to all users under active or extended warranty. It is a purchasable upgrade for all users outside warranty.

The software and its modules can be loaded through Trimble Installation Manager (TIM), which can be downloaded from <http://www.trimble.com/installationmanager/>.

Trimble TSC3 Controller and Trimble Site Mobile Installation

After connecting the TSC3 or Site Mobile controller using a USB cable to a computer that is connected to the Internet and running TIM, SCS900 and all the purchased modules as well as the controller activation will be downloaded to the controller.

Trimble Site Tablet, Trimble Site Tablet 10, Trimble T10 Tablet, and Trimble TSC7 Installation

For the Trimble Site Tablet, Site Tablet 10, T10 Tablet, and TSC7, TIM needs to be installed and run directly on the device and the device connected to the internet. The License Manager checks which software options were purchased for the specific controller with this serial number and checks for the latest version of the software that is available.

<http://sitech.business.trimble.com>

© 2018, Trimble, Inc.. All rights reserved. Trimble and the Globe & Triangle logo are trademarks of Trimble, Inc. registered in the United States and in other countries. All other trademarks are the property of their respective owners.

SCS900 Version 3.74 is available for operation on the following site controllers:

- Trimble TSC3 Controller
- Trimble Site Mobile
- Trimble T10 Tablet
- Trimble Site Tablet
- Trimble Site Tablet 10
- Trimble TSC7 Controller

This release is available in the following languages:

- English - UK English
- English - US English
- Chinese (Simplified)
- Danish
- Dutch
- French
- German
- Italian
- Japanese
- Norwegian
- Polish
- Portuguese
- Russian
- Spanish
- Swedish

Trimble recommends that you use version of the Business Center – HCE software (v4.12) with this version of the SCS900 software. The new Trimble Business Center v5.0 has not yet been tested against this version of SCS900. Business Center – HCE software incorporates the capabilities of the SCS Data Manager and Report Utility for multiple jobsites / controller management and generating work order reports.

Many of the improvements described here were requested by field users. Trimble appreciates this type of feedback and continually improves and evolves the product to meet the needs of contractors in the construction industry. If you have any feature enhancement requests, please submit them to Construction_Support@Trimble.com with a subject line of “SCS900 Enhancement Request”.

New Features and Functions

Support for the Trimble T10 Tablet with Internal Radio

SCS900 Version 3.74 supports the Trimble T10 Tablet with internal Radio. The T10 with internal 2.4GHz radio was announced in August 2018 and has been available for ordering since then. For further information please see the product bulletin for this release.

General Improvements

- A bug has been fixed that prevented the user from using the tap and hold function, selecting anything to do a stakeout, or using pinch to zoom when using a T10 Tablet.

More Information

For more information contact your local Trimble regional sales manager.

Firmware and Operating System Compatibility

Version 3.74 of the SCS900 software supports the following firmware versions in total stations, GNSS receivers, radios, and operating system versions for handheld computers. Please ensure that all equipment that will be used with this version is upgraded to the correct firmware/operating system before use.

TSC3

	v3.53	v3.60	v3.61	v3.70	v3.71	v3.72	v3.73	v3.74
Warranty Expiry Date	SEP 2016	MAR 2017	JUN 2017	SEP 2017	DEC 2017	MAR 2018	JUN 2018	NOV 2018
SNPCOM Server	R4.4.25	R4.4.25	R4.4.25	R4.4.25	R4.4.25	R4.4.25	R4.4.25	R4.4.25
Controller OS	WM 6.5.2	WM 6.5.2	WM 6.5.2	WM 6.5.2	WM 6.5.2	WM 6.5.2	WM 6.5.2	WM 6.5.2
SPS750/SPS850	v4.87	v4.87	v4.87	v4.87	v4.87	v4.87	v4.87	v4.87
SPS751/SPS851	v4.87	v4.87	v4.87	v4.87	v4.87	v4.87	v4.87	v4.87
SPS852/SPS855	v5.15	v5.21	v5.21	v5.21	v5.21	v5.34	v5.34	v5.37
SPS880/SPS881	v4.61	v4.61	v4.61	v4.61	v4.61	v4.61	v4.61	v4.61
SPS882	v5.15	v5.21	v5.21	v5.21	v5.21	v5.32	v5.32	v5.32
SPS986	Not Supported	Not Supported	Not Supported	Not Supported	v5.32	v5.32	v5.32	v5.37
SPS985	v5.15	v5.21	v5.21	v5.21	v5.21	v5.32	v5.32	v5.37
SPS985L	v5.15	v5.21	v5.21	v5.21	v5.21	v5.32	v5.32	v5.37
SPS585	v5.15	v5.21	v5.21	v5.21	v5.21	v5.32	v5.32	v5.37
5600	Not Supported	Not Supported	Not Supported	Not Supported	Not Supported	Not Supported	Not Supported	Not Supported
ATS 2.4 GHz	Not Supported	Not Supported	Not Supported	Not Supported	Not Supported	Not Supported	Not Supported	Not Supported
SPS700	C9.2.17	C9.2.17	C9.2.17	C9.2.17	C9.2.17	C9.2.17	C9.2.17	C9.2.17
SPSx10	C9.2.17	C9.2.17	C9.2.17	C9.2.17	C9.2.17	C9.2.44	C9.2.44	C9.2.44
SPSx20	M2.2.30	M2.2.30	M2.2.30	M2.2.30	M2.2.30	M2.2.33	M2.2.33	M2.2.33
SPSx30	C9.2.39	C9.2.39	C9.2.39	C9.2.39	C9.2.39	C9.2.44	C9.2.44	C9.2.44
GeoRadio	626-06.04	626-06.04	626-06.04	626-06.04	626-06.04	626-06.04	626-06.04	626-06.04
SNB900	v2.60	v2.60	v2.60	v2.60	v2.60	v2.60	v2.60	v2.60
TRIMMARK 3	v1.28	v1.28	v1.28	v1.28	v1.28	v1.28	v1.28	v1.28
PacCrest PDL	v2.40	v2.40	v2.40	v2.40	v2.40	v2.40	v2.40	v2.40
PacCrest HPB450	v2.40	v2.40	v2.40	v2.40	v2.40	v2.40	v2.40	v2.40
TDL450L/TDL450H	v3.02.2250	v3.02.2250	v3.02.2250	v3.02.2250	v3.02.2250	v3.02.2250	v3.02.2250	v3.02.2250

Site Tablet

	v3.53	v3.60	v3.61	v3.70	v3.71	v3.72	v3.73	v3.74
Warranty Expiry Date	SEP 2016	MAR 2017	JUN 2017	SEP 2017	DEC 2017	MAR 2018	JUN 2018	NOV 2018
SNPCOM Server	R5.0.31.46	R5.0.31.46	R5.0.31.46	R5.0.31.46	R5.0.31.46	R5.0.31.46	R5.0.31.46	R5.0.31.46
Controller OS	Win7 SP1	Win7 SP1	Win7 SP1	Win7 SP1	Win7 SP1	Win7 SP1	Win7 SP1	Win7 SP1
SPS750/SPS850	v4.87	v4.87	v4.87	v4.87	v4.87	v4.87	v4.87	v4.87
SPS751/SPS851	v4.87	v4.87	v4.87	v4.87	v4.87	v4.87	v4.87	v4.87
SPS852/SPS855	v5.15	v5.21	v5.21	v5.21	v5.21	v5.34	v5.34	v5.37
SPS880/SPS881	v4.61	v4.61	v4.61	v4.61	v4.61	v4.61	v4.61	v4.61
SPS882	v5.15	v5.21	v5.21	v5.21	v5.21	v5.32	v5.32	v5.32
SPS986	Not Supported	Not Supported	Not Supported	Not Supported	v5.32	v5.32	v5.32	v5.37
SPS985	v5.15	v5.21	v5.21	v5.21	v5.21	v5.32	v5.32	v5.37
SPS985L	v5.15	v5.21	v5.21	v5.21	v5.21	v5.32	v5.32	v5.37
SPS585	v5.15	v5.21	v5.21	v5.21	v5.21	v5.32	v5.32	v5.37
5600	Not Supported	Not Supported	Not Supported	Not Supported	Not Supported	Not Supported	Not Supported	Not Supported
ATS 2.4 GHz	Not Supported	Not Supported	Not Supported	Not Supported	Not Supported	Not Supported	Not Supported	Not Supported
SPS700	C9.2.17	C9.2.17	C9.2.17	C9.2.17	C9.2.17	C9.2.17	C9.2.17	C9.2.17
SPSx10	C9.2.17	C9.2.17	C9.2.17	C9.2.17	C9.2.17	C9.2.44	C9.2.44	C9.2.44
SPSx20	M2.2.30	M2.2.30	M2.2.30	M2.2.30	M2.2.30	M2.2.33	M2.2.33	M2.2.33
SPSx30	C9.2.39	C9.2.39	C9.2.39	C9.2.39	C9.2.39	C9.2.44	C9.2.44	C9.2.44
GeoRadio	626-06.04	626-06.04	626-06.04	626-06.04	626-06.04	626-06.04	626-06.04	626-06.04
SNB900	v2.60	v2.60	v2.60	v2.60	v2.60	v2.60	v2.60	v2.60
TRIMMARK 3	v1.28	v1.28	v1.28	v1.28	v1.28	v1.28	v1.28	v1.28
PacCrest PDL	v2.40	v2.40	v2.40	v2.40	v2.40	v2.40	v2.40	v2.40
PacCrest HPB450	v2.40	v2.40	v2.40	v2.40	v2.40	v2.40	v2.40	v2.40
TDL450L/TDL450H	v3.02.2250	v3.02.2250	v3.02.2250	v3.02.2250	v3.02.2250	v3.02.2250	v3.02.2250	v3.02.2250

TSC7, Site Tablet 10 and T10 Tablet

	v.3.53	v3.60	v3.61	v3.70	v3.71	v3.72	v3.73	v3.74
Warranty Expiry Date	SEP 2016	MAR 2017	JUN 2017	SEP 2017	DEC 2017	MAR 2018	JUN 2018	NOV 2018
SNPCOM Server	R4.4.25	R5.0.31.46	R5.0.31.46	R5.0.31.46	R5.0.31.46	R5.0.31.46	R5.0.31.46	R5.0.31.46
Controller OS	Win10 Pro	Win10 Pro	Win10 Pro	Win10 Pro	Win10 Pro	Win10 Pro	Win10 Pro	Win10 Pro
SPS750/SPS850	v4.87	v4.87	v4.87	v4.87	v4.87	v4.87	v4.87	v4.87
SPS751/SPS851	v4.87	v4.87	v4.87	v4.87	v4.87	v4.87	v4.87	v4.87
SPS852/SPS855	v5.15	v5.15	v5.15	v5.15	v5.21	v5.34	v5.34	v5.37
SPS880/SPS881	v4.61	v4.61	v4.61	v4.61	v4.61	v4.61	v4.61	v4.61
SPS882	v5.15	v5.21	v5.21	v5.21	v5.21	v5.32	v5.32	v5.32
SPS986	Not Supported	Not Supported	Not Supported	Not Supported	v5.32	v5.32	v5.32	v5.37
SPS985	v5.15	v5.21	v5.21	v5.21	v5.21	v5.32	v5.32	v5.37
SPS985L	v5.15	v5.21	v5.21	v5.21	v5.21	v5.32	v5.32	v5.37
SPS585	v5.15	v5.21	v5.21	v5.21	v5.21	v5.32	v5.32	v5.37
5600	Not Supported	Not Supported	Not Supported	Not Supported	Not Supported	Not Supported	Not Supported	Not Supported
ATS 2.4 GHz	Not Supported	Not Supported	Not Supported	Not Supported	Not Supported	Not Supported	Not Supported	Not Supported
SPS700	C9.2.17	C9.2.17	C9.2.17	C9.2.17	C9.2.17	C9.2.17	C9.2.17	C9.2.17
SPSx10	C9.2.17	C9.2.17	C9.2.17	C9.2.17	C9.2.17	C9.2.44	C9.2.44	C9.2.44
SPSx20	M2.2.30	M2.2.30	M2.2.30	M2.2.30	M2.2.30	M2.2.33	M2.2.33	M2.2.33
SPSx30	C9.2.39	C9.2.39	C9.2.39	C9.2.39	C9.2.39	C9.2.44	C9.2.44	C9.2.44
GeoRadio	626-06.04	626-06.04	626-06.04	626-06.04	626-06.04	626-06.04	626-06.04	626-06.04
SNB900	v2.60	v2.60	v2.60	v2.60	v2.60	v2.60	v2.60	v2.60
TRIMMARK 3	v1.28	v1.28	v1.28	v1.28	v1.28	v1.28	v1.28	v1.28
PacCrest PDL	v2.40	v2.40	v2.40	v2.40	v2.40	v2.40	v2.40	v2.40
PacCrest HPB450	v2.40	v2.40	v2.40	v2.40	v2.40	v2.40	v2.40	v2.40
TDL450L/TDL450H	v3.02.2250	v3.02.2250	v3.02.2250	v3.02.2250	v3.02.2250	v3.02.2250	v3.02.2250	v3.02.2250

Site Mobile

	v.3.53	v3.60	v3.61	v3.70	v3.71	v3.72	v3.73	v3.74
Warranty Expiry Date	SEP 2016	MAR 2017	JUN 2017	SEP 2017	DEC 2017	MAR 2018	JUN 2018	NOV 2018
SNPCOM Server	Not Supported	Not Supported	Not Supported	Not Supported	Not Supported	Not Supported	Not Supported	Not Supported
Controller OS	WM 6.5.2	WM 6.5.2	WM 6.5.2	WM 6.5.2	WM 6.5.2	WM 6.5.2	WM 6.5.2	WM 6.5.2
SPS750/SPS850	v4.87	v4.87	v4.87	v4.87	v4.87	v4.87	v4.87	v4.87
SPS751/SPS851	v4.87	v4.87	v4.87	v4.87	v4.87	v4.87	v4.87	v4.87
SPS852/SPS855	v5.15	v5.21	v5.21	v5.21	v5.21	v5.34	v5.34	v5.37
SPS880/SPS881	v4.61	v4.61	v4.61	v4.61	v4.61	v4.61	v4.61	v4.61
SPS882	v5.15	v5.21	v5.21	v5.21	v5.21	v5.32	v5.32	v5.32
SPS986	Not Supported	Not Supported	Not Supported	Not Supported	V5.32	v5.32	v5.32	v5.37
SPS985	v5.15	v5.21	v5.21	v5.21	v5.21	v5.32	v5.32	v5.37
SPS985L	v5.15	v5.21	v5.21	v5.21	v5.21	v5.32	v5.32	v5.37
SPS585	v5.15	v5.21	v5.21	v5.21	v5.21	v5.32	v5.32	v5.37
5600	Not Supported	Not Supported	Not Supported	Not Supported	Not Supported	Not Supported	Not Supported	Not Supported
ATS 2.4 GHz	Not Supported	Not Supported	Not Supported	Not Supported	Not Supported	Not Supported	Not Supported	Not Supported
SPS700	C9.2.17	C9.2.17	C9.2.17	C9.2.17	C9.2.17	C9.2.17	C9.2.17	C9.2.17
SPSx10	Not Supported	Not Supported	Not Supported	Not Supported	Not Supported	Not Supported	Not Supported	Not Supported
SPSx20	Not Supported	Not Supported	Not Supported	Not Supported	Not Supported	Not Supported	Not Supported	Not Supported
SPSx30	Not Supported	Not Supported	Not Supported	Not Supported	Not Supported	Not Supported	Not Supported	Not Supported
GeoRadio	626-06.04	626-06.04	626-06.04	626-06.04	626-06.04	626-06.04	626-06.04	626-06.04
SNB900	v2.60	v2.60	v2.60	v2.60	v2.60	v2.60	v2.60	v2.60
TRIMMARK 3	v1.28	v1.28	v1.28	v1.28	v1.28	v1.28	v1.28	v1.28
PacCrest PDL	v2.40	v2.40	v2.40	v2.40	v2.40	v2.40	v2.40	v2.40
PacCrest HPB450	v2.40	v2.40	v2.40	v2.40	v2.40	v2.40	v2.40	v2.40
TDL450L/TDL450H	v3.02.2250	v3.02.2250	v3.02.2250	v3.02.2250	v3.02.2250	v3.02.2250	v3.02.2250	v3.02.2250

Legal Notices

Contact Information

Trimble Inc., Civil Engineering and Construction Division
10368 Westmoor Drive
Westminster, Colorado 80021 USA
800-361-1249 (toll free in USA)
+1-937-245-5154 Phone
+1-937-233-9441 Fax
www.trimble.com

Copyright and Trademarks

© 2018, Trimble, Inc. All rights reserved.

Trimble, the Globe & Triangle logo, and TSC2 are trademarks of Trimble, Inc., registered in the United States and in other countries. AutoBase, RTX, SiteNet, TRIMMARK, TSCe, VRS, and xFill are trademarks of Trimble Inc. Microsoft and Windows Mobile are either registered trademarks or trademarks of Microsoft Corporation in the United States and/or other countries. The Bluetooth word mark and logos are owned by the Bluetooth SIG, Inc. and any use of such marks by Trimble, Inc. is under license. All other trademarks are the property of their respective owners.

Release Notice

This is the November 2018 release of the SCS900 Site Controller Software Release Notes. It applies to Version 3.74 of the SCS900 Site Controller software.

TRIMBLE INC. END USER LICENSE AGREEMENT

IMPORTANT, READ CAREFULLY. THIS END USER LICENSE AGREEMENT ("AGREEMENT") IS A LEGAL AGREEMENT BETWEEN YOU AND TRIMBLE, INC. and applies to the computer software provided as a stand-alone computer software product, or provided with the Trimble product purchased by you (whether built into hardware circuitry as firmware, embedded in flash memory or a PCMCIA card, or stored on magnetic or other media), and includes any accompanying written materials, such as a user's guide or product manual, as well as any "online" or electronic documentation ("Software"). This Agreement will also apply to any Software error corrections, updates and upgrades subsequently furnished by Trimble, unless such are accompanied by different license terms and conditions which will govern their use. BY CLICKING "YES" OR "I ACCEPT" IN THE ACCEPTANCE BOX, OR BY INSTALLING, COPYING OR OTHERWISE USING THE SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, PROMPTLY RETURN THE UNUSED SOFTWARE AND ANY ACCOMPANYING TRIMBLE PRODUCT TO THE PLACE FROM WHICH YOU OBTAINED THEM FOR A REFUND.

This Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Software is licensed, not sold.

1 SOFTWARE PRODUCT LICENSE

1.1 License Grant. Subject to the terms and conditions of this Agreement and your pre-payment of the applicable license fee(s), Trimble grants you a non-exclusive, right to use one copy of the Software in machine-readable form on any computer hardware and operating system for which it was intended, but solely for your internal business needs in connection with your use of Trimble products. You may authorize the personnel associated with your business to use the Software, but only one person at one time, on one computer at one time. You may also store or install a copy of the Software on a storage device, such as a network server, used only to install or run the Software on your other computers over an internal network; but in such case you must acquire and dedicate a seat license for each separate computer on which the Software is installed or run from the storage device. A seat license for the Software may not be shared or used concurrently on different computers/devices. Use of the Software is limited to the total number of installation copies and seat licenses purchased by you.

1.2 Other Rights and Limitations.

- (1) You may not copy, modify, make derivative works of, rent, lease, sell, distribute or transfer the Software, in whole or in part, except as otherwise expressly authorized under this Agreement, and you agree to use all commercially reasonable efforts to prevent its unauthorized use and disclosure.
- (2) The Software contains valuable trade secrets proprietary to Trimble and its suppliers. To the extent permitted by relevant law, you shall not, nor allow any third party to copy, decompile, disassemble or otherwise reverse engineer the Software, or attempt to do so, provided, however, that to the extent any applicable mandatory laws give you the right to perform any of the aforementioned activities without Trimble's consent in order to gain certain information about the Software for purposes specified in the respective statutes (e.g., interoperability), you hereby agree that, before exercising any such rights, you shall first request such information from Trimble in writing detailing the purpose for which you need the information. Only if and after Trimble, at its sole discretion, partly or completely denies your request, may you exercise such statutory rights.
- (3) The Software is licensed as a single product. You may not separate its component parts for use on more than one computer except as specifically authorized in this Agreement.
- (4) You may not rent, lease or lend the Software unless you are a reseller of Trimble products under separate written agreement with Trimble and authorized by Trimble to do so.
- (5) No service bureau work, multiple-user license or time-sharing arrangement is permitted. For purposes of this Agreement "service bureau work" shall be deemed to include, without limitation, use of the Software to process or to generate output data for the benefit of, or for purposes of rendering services to any third party over the Internet or other communications network.
- (6) You may permanently transfer all of your rights under this Agreement, provided you retain no copies, you transfer all of the Software (including all component parts, the media and printed materials, any upgrades, and this Agreement) and the recipient agrees to the terms of this Agreement. If the Software portion is an upgrade, any transfer must include all prior versions of the Software.
- (7) You may not use the Software for performance, benchmark or comparison testing or analysis, or disclose to any third party or release any results thereof (all of which information shall be considered Trimble confidential information) without Trimble's prior written consent.

(8) You may not directly or indirectly export or re-export, or knowingly permit the export or re-export of the Software (or portions thereof) to any country, or to any person or entity subject to United States or foreign export restrictions in contravention of such laws and without first obtaining appropriate license.

(9) You agree to cooperate with Trimble to track the number of server computers, computers and other devices with access to the Software at your site(s) to ensure compliance with the license grant and installation restrictions in this Agreement. In the event the compliance check reveals that the number of installations at your site exceeds the actual number of licenses obtained by you, you agree to promptly reimburse Trimble three (3) times the then current applicable list price for the extra licenses that are required to be compliant, but that were not obtained, as liquidated damages and as a reasonable penalty.

1.3 Termination. You may terminate this Agreement by ceasing all use of the Software and destroying or returning all copies. Without prejudice as to any other rights, Trimble may terminate this Agreement without notice if you fail to comply with the terms and conditions of this Agreement. In such event, you must cease its use destroy all copies of the Software and of its component parts.

1.4 Copyright. All title and copyrights in and to the Software (including but not limited to any images, photographs, animations, video, audio, music, and text incorporated into the Software), the accompanying printed materials, and any copies of the Software are owned by Trimble and its suppliers. You shall not remove, cover or alter any of Trimble's patent, copyright or trademark notices placed upon, embedded in or displayed by the Software or on its packaging and related materials. You may, however, either (1) make one copy of the Software solely for backup or archival purposes, or (2) install the Software on a single computer provided you keep the original solely for backup or archival purposes. You may not copy the accompanying printed materials.

1.5 U.S. Government Restricted Rights. The Software is provided with "RESTRICTED RIGHTS." Use, duplication, or disclosure by the United States Government is subject to restrictions as set forth in this Agreement, and as provided in DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013(c)(1)(ii) (OCT 1988), FAR 12.212(a) (1995), FAR 52.227-19, or FAR 52.227-14(ALT III), as applicable.

2 LIMITED WARRANTY.

2.1 Limited Warranty. Trimble warrants that the Software will perform substantially in accordance with the accompanying written materials (i.e., applicable user's guide or product manual) for a period of one (1) year from the date of purchase. This limited warranty gives you specific legal rights, you may have others, which vary from state/jurisdiction to state/jurisdiction. The above limited warranty does not apply to error corrections, updates or upgrades of the Software after expiration of the limited warranty period, which are provided "AS IS" and without warranty unless otherwise specified in writing by Trimble. Because the Software is inherently complex and may not be completely free of nonconformities, defects or errors, you are advised to verify your work. Trimble does not warrant that the Software will operate error free or uninterrupted, will meet your needs or expectations, or that all nonconformities can or will be corrected.

2.2 Customer Remedies. Trimble's and its suppliers' entire liability, and your sole remedy, with respect to the Software shall be either, at Trimble's option, (a) repair or replacement of the Software, or (b) return of the license fee paid for any Software that does not meet Trimble's limited warranty. The foregoing limited warranty is void if failure of the Software has resulted from (1) accident, misuse, abuse, or misapplication; (2) alteration or modification of the Software without Trimble's authorization; (3) interaction with software or hardware not supplied or supported by Trimble; (4) your improper, inadequate or unauthorized installation, maintenance or storage; or (f) if you violate the terms of this Agreement. Any replacement Software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

2.3 NO OTHER WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TRIMBLE AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, TERMS, AND CONDITIONS, EITHER EXPRESS OR IMPLIED, BY STATUTE, COMMON LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES, TERMS, AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT WITH REGARD TO THE SOFTWARE, ITS SATISFACTORY QUALITY, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES. TO THE EXTENT ALLOWED BY APPLICABLE LAW, IMPLIED WARRANTIES, TERMS AND CONDITIONS ON THE SOFTWARE ARE LIMITED TO ONE (1) YEAR. YOU MAY HAVE OTHER LEGAL RIGHTS WHICH VARY FROM STATE/JURISDICTION TO STATE/JURISDICTION.

2.4 LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL TRIMBLE OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS), ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, OR THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, EVEN IF TRIMBLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY EXCLUSIVE REMEDY PROVIDED IN THIS AGREEMENT.

IN NO EVENT SHALL TRIMBLE'S TOTAL LIABILITY IN CONNECTION WITH THIS AGREEMENT OR THE SOFTWARE, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EXCEED THE ACTUAL AMOUNT PAID TO TRIMBLE FOR USE OF THE SOFTWARE GIVING RISE TO THE CLAIM. BECAUSE SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

2.5 PLEASE NOTE: THE ABOVE TRIMBLE LIMITED WARRANTY PROVISIONS MAY NOT APPLY TO SOFTWARE PRODUCTS PURCHASED IN THOSE JURISDICTIONS (SUCH AS COUNTRIES OF THE EUROPEAN ECONOMIC COMMUNITY) IN WHICH PRODUCT WARRANTIES ARE OBTAINED FROM THE LOCAL DISTRIBUTOR. IN SUCH CASE, PLEASE CONTACT YOUR TRIMBLE DEALER FOR APPLICABLE WARRANTY INFORMATION.

3 GENERAL.

3.1 This Agreement shall be governed by the laws of the State of California and applicable United States Federal law without reference to "conflict of laws" principles or provisions. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. Jurisdiction and venue of any dispute or court action arising from or related to this Agreement or the Software shall lie exclusively in or be transferred to the courts the County of Santa Clara, California, and/or the United States District Court for the Northern District of California. You hereby consent and agree not to contest, such jurisdiction, venue and governing law.

3.2 Section 3.1 notwithstanding, if you acquired this product in Canada, this Agreement is governed by the laws of the Province of Ontario, Canada. In such case each of the parties to this Agreement irrevocably attorns to the jurisdiction of the courts of the Province of Ontario and further agrees to commence any litigation that may arise under this Agreement in the courts located in the Judicial District of York, Province of Ontario. If you acquired this product in the European Union, this Agreement is governed by the laws of The Netherlands, excluding its rules governing conflicts of laws and excluding the United Nations Convention on the International Sale of Goods. In such case each of the parties to this Agreement irrevocably attorns to the jurisdiction of the courts of The Netherlands and further agrees to commence any litigation that may arise under this Agreement in the courts of The Hague, The Netherlands.

3.3 Trimble reserves all rights not expressly granted by this Agreement.

3.4 Official Language. The official language of this Agreement is English. For purposes of interpretation, or in the event of a conflict between English and versions of this Agreement in any other language, the English language version shall be controlling.